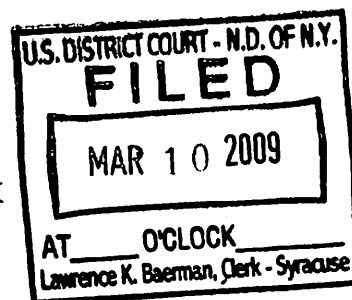


UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK



DEAN OTTOWAY,

Plaintiff,

Civil Action No. 08-CV-57 (NAM/GHL)

vs.

UNITED STATES OF AMERICA,

Defendant.

STIPULATION FOR COMPROMISE SETTLEMENT
PURSUANT TO 28 U.S.C. § 2677

IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff, Dean R. Ottoway, and the UNITED STATES OF AMERICA, defendant, that the above-entitled action, brought pursuant to Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2671-2680, be settled and compromised on the following terms and conditions:

1. This is a compromise settlement of disputed claims and demands, and neither this Stipulation for Compromise Settlement nor the resulting compromise settlement shall constitute an admission of liability or fault on the part of the United States of America, its agencies, agents, servants or employees, as to any of the allegations in the pleadings in this action or otherwise. The parties stipulate and agree that the purpose of this compromise settlement is to bring this action to final and conclusive resolution.

2. The United States of America, defendant, agrees to pay to the plaintiff, Dean R. Ottoway, the sum of Two Hundred Thirty Thousand Dollars (\$230,000.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of

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whatsoever kind and nature, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the same subject matter that gave rise to the above-captioned lawsuit, including any claims for wrongful death, for which plaintiff or his heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiff and his heirs, executors, administrators, or assigns, hereby agree to accept the sum of Two Hundred Thirty Thousand Dollars (\$230,000.00) in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned lawsuit, including any future claim for wrongful death. Plaintiff and his heirs, executors, administrators or assigns further agree to indemnify and hold harmless the United States of America, its agents, servants and employees from any and all such causes of action, claims, liens, rights or subrogated or contribution interest incident to or resulting from further litigation or the prosecution of claims by the plaintiff or his heirs, executors, administrators or assigns against any third-party or against the United States, *including* claims for wrongful death.

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4. It is also agreed, by and among the parties, that the settlement sum of Two Hundred Thirty Thousand Dollars (\$230,000.00) represents the entire amount of the compromise settlement and that the respective parties will each bear their own costs, fees, and expenses and that any attorney's fees owed by the plaintiff will be paid out of the settlement amount and not in addition thereto.

5. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorney's fees for services rendered shall not exceed 25 per centum of the settlement amount.

6. Payment of the settlement amount of Two Hundred Thirty Thousand Dollars (\$230,000.00) will be made electronically to the account of Rawls & McNelis, attorneys for the plaintiff.

7. In consideration of the payment of Two Hundred Thirty Thousand Dollars (\$230,000.00) as set forth above, plaintiff agrees that he will execute and file, with the Court, such documents as shall be necessary to cause the above-styled action to be dismissed with prejudice from the docket of the Court.

8. The parties agree that this Stipulation For Compromise Settlement, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

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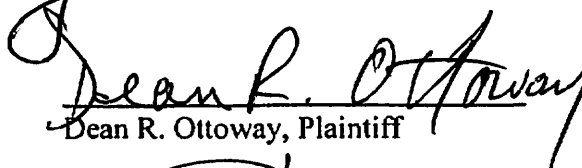
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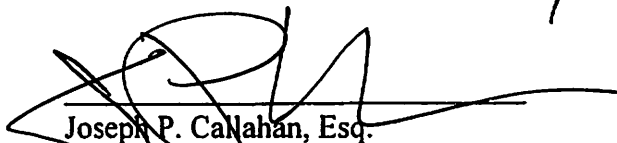
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9. By their signatures hereon, plaintiff, and counsel for plaintiff, certify that Dean R. Ottoway is neither an infant nor incompetent for whom a guardian has been appointed.

Executed this 24 day of February, 2009.



Dean R. Ottoway, Plaintiff

Dated:
3/4/09


Joseph P. Canahan, Esq.
Rawls, McNellis Law Firm
111 East Main St., Suite 1701
Richmond, VA 23219
Attorneys for Plaintiff

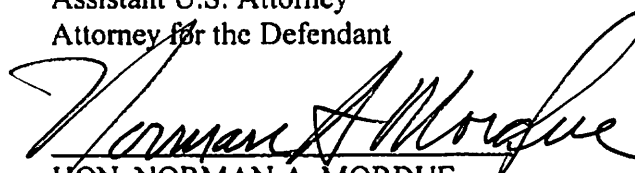
ANDREW T. BAXTER
Acting United States Attorney
Northern District of New York
P.O. Box 7198
100 S. Clinton Street
Syracuse, New York 13261-7198

Dated: 3/6/09

By: 
William F. Larkin
Bar Roll No. 102013
Assistant U.S. Attorney
Attorney for the Defendant

SO ORDERED:

Dated: March 10th, 2009
Syracuse, New York


HON. NORMAN A. MORDUE
Chief United States District Judge